One judge dissents upon the ground that the bill had only been read once in the Senate. But an amendment or a change in the number of a bill does not require three new readings. *Capito* v. *Topping*, 65 W. Va. 587, 64 S. E. 845; *Allopathic State Board of Medical Examiners* v. *Fowler*, 50 La. Ann. 1358, 24 So. 809. It seems somewhat technical to say that this bill did not have the required number. *Archibald* v. *Clark*, 112 Tenn. 532, 82 S. W. 310. A second and stronger ground for the dissent is that the Senate should have been allowed to reconsider its vote according to its rule. The majority feel that the Senate had lost control of the bill. A governor, within stated limits, can withdraw his approval from a bill so long as he keeps possession of the paper. *People* v. *Hatch*, 19 Ill. 283; *People* v. *McCullough*, 210 Ill. 488, 71 N. E. 602. Some authorities apparently rest the power of a legislative body upon the same criterion. *Wolfe* v. *McCaull*, 76 Va. 876. See JEFFERSON, MANUAL, § 43. Others carry a clear implication that, within the time allowed for reconsideration, possession of the bill may be regained if properly applied for. See *People* v. *Devlin*, 33 N. Y. 269, 287; CUSHING, LAW AND PRACTICE OF LEGISLATIVE ASSEMBLIES, 2 ed., §§ 1274, 2394 *et seq.* To allow the Senate to get the bill back from the Governor would apparently curtail the time allotted him for consideration of the bill. W. VA. CONST., Art. 7, § 14.

TRADE-MARKS AND TRADE-NAMES — PROTECTION APART FROM STATUTE — PARTICIPATION IN ILLEGAL ENTERPRISE AS BAR TO RELIEF AGAINST UNFAIR COMPETITION. — The defendant sold medicinal preparations under a description calculated to produce the impression that they were products of the plaintiff. The plaintiff was violating the law forbidding stock corporations to practise medicine or conduct hospitals. *Held*, that the plaintiff is entitled to an injunction. *World's Dispensary Medical Association* v. *Pierce*, 96 N. E. 738 (N. Y.).

An injunction will issue against selling goods in a manner likely to deceive the public as to the proprietorship of the goods, although the plaintiff's description may not be the subject of trade-mark. *Croft* v. *Day*, 7 Beav. 84; *Sterling Remedy Co.* v. *Spermine Medical Co.*, 112 Fed. 1000. The basis of the relief is not the fraud upon the public but the unfair competition with the plaintiff through the deception of the public. See 4 HARV. L. REV. 321. Relief is refused if the plaintiff is guilty of misconduct relating to the subject matter of the controversy. Thus misrepresentation as to the composition, the manufacturer, or place of manufacture, of the goods, or the existence of a patent upon them, is a bar. *Worden* v. *California Fig Syrup Co.*, 187 U. S. 516, 23 Sup. Ct. 161; *Manhattan Medicine Co.* v. *Wood*, 108 U. S. 218, 2 Sup. Ct. 436; *Preservaline Mfg. Co.* v. *Heller Chemical Co.*, 118 Fed. 103. But misconduct in collateral matters is no bar. *Mossler* v. *Jacobs*, 66 Ill. App. 571. For in applying the doctrine of clean hands the court cannot go outside of the precise matter in litigation. See 1 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 399. The sale of other articles with fraudulent representations is collateral. *Shaver* v. *Heller & Merz Co.*, 108 Fed. 821. So is participation in a combination in restraint of trade. *Cf. General Electric Co.* v. *Re-New Lamp Co.*, 128 Fed. 154; *Cœur d'Alene Consolidated and Mining Co.* v. *Miners' Union*, 51 Fed. 260. In the principal case, the illegality had no immediate or necessary relation to the sale of the goods.

TRADE UNIONS — IN GENERAL — LEGALITY AT COMMON LAW. — The defendant, who was believed to be totally incapacitated by accident from following his employment, received from his union a sum of money which he agreed to refund in case of recovery. The defendant recovered and refused to return the money. The union officials brought suit upon the agreement.

Held, that trade unions are unlawful at common law, so this action is not maintainable. *Baker* v. *Ingall*, 132 L. T. J. 131 (Eng., C. A., Nov. 30, 1911). See NOTES, p. 465.

TRUSTS — NATURE OF TRUST RELATION — CESTUI QUE TRUST AS TRUSTEE. — A testator devised property to A. in trust to pay the income to B. for life, and to pay B. any part of the principal which, in his judgment, B. might require for his support; remainder to A. *Held*, that another trustee should be appointed to manage the trust estate during the life of B. *Matter of Townsend*, 73 N. Y. Misc. 481 (Surr. Ct., Cattaraugus Co.).

The general rule that no one whose duty and interest may conflict should be appointed as trustee is everywhere recognized. *In re Harrop's Trusts*, 24 Ch. D. 717. *Cf. In re Tempest*, L. R. 1 Ch. 485. See 1 PERRY, TRUSTS AND TRUSTEES, 6 ed., § 59. The rule, being one of discretion, must occasionally yield to special circumstances. *Ex parte Conybeare's Settlement*, 1 Wkly. Rep. 458. In their application, however, the English courts follow the rule far more carefully than the American. Thus, an English court will not ordinarily appoint a relative or solicitor of a *cestui que trust*. *Wilding* v. *Bolder*, 21 Beav. 222; *In re Kemp's Settled Estates*, 24 Ch. D. 485. And a *cestui que trust* is in England never allowed to serve as sole trustee. *Re Lightbody's Trusts*, 52 L. T. J. 40. On principle and authority there is a difference between the appointment and removal of a trustee. *Curran* v. *Green*, 18 R. I. 329, 27 Atl. 596. A settlor or donee of a power to appoint a trustee may appoint as trustee a person whom the court would not itself appoint. *In re Earl of Stamford*, [1896] 1 Ch. 288, 299. But, it is submitted, in cases where the trustee's duty and interest will inevitably conflict, the court is justified in refusing to confirm a settlor's appointment. The English courts, in similar cases, have reached a result like that in the principal case. *In re Norris*, 27 Ch. D. 333.

TRUSTS — RIGHTS AND LIABILITIES OF THIRD PARTIES — PERSONAL LIABILITY OF TRUSTEES. — Trustees mortgaged the trust property and covenanted to pay the mortgage debt "as such trustees, but not otherwise." *Held*, that the trustees are liable personally for the mortgage debt. *In re Robinson's Settlement*, 46 L. J. 785 (Eng., Ch. D., Dec. 5, 1911).

A trustee is liable in full on contracts made for the trust estate, although he describes himself as "trustee." *Duval* v. *Craig*, 2 Wheat. (U. S.) 45; *Muir* v. *City of Glasgow Bank*, 4 App. Cas. 337. Since the estate cannot be liable at law, a judgment may always be had against him personally. *Taylor* v. *Davis' Admx.*, 110 U. S. 330, 4 Sup. Ct. 147. But he may everywhere limit his liability, expressly, to the amount of the trust fund in his hands. *Williams* v. *Hathaway*, 6 Ch. D. 544; *Shoe and Leather National Bank* v. *Dix*, 123 Mass. 148. It has been held in England that a clause exempting the trustee from "personal liability" attempts to destroy all liability and is void as being repugnant to the covenant itself. *Furnivall* v. *Coombes*, 5 M. & G. 736; *Watling* v. *Lewis*, [1911] 1 Ch. 414. Yet the plain intention of such a clause is only to exempt the trustee's own property. A different result would certainly be reached in the United States, where the constant practice is to regard the intention of the parties, retaining the presumption in favor of full liability. *Glenn* v. *Allison*, 58 Md. 527; *Germania Bank* v. *Michaud*, 62 Minn. 459, 65 N. W. 70. The principal case proceeds on the ground that to limit liability would here destroy it altogether. *Cf. Fehlinger* v. *Wood*, 134 Pa. St. 517, 19 Atl. 746. But, in the absence of misrepresentation, the plaintiff has consciously assumed the risk of such a result. *Day* v. *Brown*, 2 Oh. 345; *Thayer* v. *Wendell*, 1 Gall. (U. S.) 37. See *Hussey* v. *Arnold*, 185 Mass. 202, 204, 70 N. E. 87, 88. The words used can scarcely be considered ambiguous. *Cf. Gordon* v. *Campbell*, 1 Bell App. Cas. 428.